

EXHIBIT B

DOTCOM VENTURES, L.P.
(FORMERLY ASCII VENTURES, L.P.)
AMENDED & RESTATED
AGREEMENT OF LIMITED PARTNERSHIP

This Amended and Restated Limited Partnership Agreement of **DOTCOM VENTURES, L.P.** (formerly **ASCII VENTURES, L.P.**) (the "Partnership"), is entered into as of the 1st day of April, 1999, by **AV MANAGEMENT, LLC**, a California limited liability company (the "General Partner") and each of the parties designated as limited partners on the signature page attached hereto (the "Limited Partners"). The primary purpose of this Amended and Restated Limited Partnership Agreement is to reflect certain changes required in connection with the admission of new Limited Partners and withdrawals of certain former Limited Partners as set forth in that certain Assignment, Assumption and Amendment Agreement of even date herewith by and between the Partnership, the General Partner, **ASCII of America, Inc.**, **CSK Venture Capital Co. Ltd.** and various other parties (the "AAA Agreement"). Accordingly, the Partnership's Agreement of Limited Partnership originally executed on or about September 3, 1997, as amended from time to time thereafter, is hereby amended and restated in its entirety as follows:

1. DEFINITIONS.

Unless the context requires otherwise, the following terms have the meanings specified in this paragraph:

1.1 Accounting Period. An Accounting Period shall be (i) a calendar year if there are no changes in the Partners' respective interests in the profits or losses of the Partnership during such calendar year except on the first day thereof, or (ii) any other period beginning on the first day of a calendar year, or any other day during a calendar year upon which occurs a change in such respective interests, and ending on the last day of a calendar year, or on the day preceding an earlier day upon which any change in such respective interest shall occur.

1.2 The Act. The California Revised Limited Partnership Act, as amended from time to time.

1.3 Affiliate. An affiliate of, or a party affiliated with, a specified party, including a party that directly, or indirectly through one or more intermediaries, controls, or is controlled by or is under common control with, the party specified.

1.4 Book Value. The Book Value with respect to any asset shall be the asset's adjusted basis for federal income tax purposes, except as provided below:

(a) The initial Book Value of any asset contributed by a Partner to the Partnership shall be the fair market value of such asset at the time of contribution, as determined by the General Partner.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDED AND RESTATED AGREEMENT OF LIMITED PARTNERSHIP for DOTCOM Ventures, L.P., a California limited partnership, in several counterparts, each of which shall be deemed an original, as of the day and year first above written.

GENERAL PARTNER:

AV MANAGEMENT, LLC

By: _____
Sada Chidambaram, Manager

By: _____
Stephen Hyndman, Manager

LIMITED PARTNERS:

John W. Murphy
Print Name

By: John W. Murphy
Title: _____

EXHIBIT C



U.S. SMALL BUSINESS ADMINISTRATION

WASHINGTON, D.C. 20416
Receiver for PROSPERO VENTURES, L.P.

666 Eleventh Street, N.W. - Suite 200

Washington, D.C. 20001-4542

Telephone (202) 272-3617 FAX (202) 504-2247; 272-7701

November 10, 2004

Mr. John W. Murphy
P. O. Box 5291
751 Main Street
Hurwich, MA 02645

RE: *USA v. PROSPERO VENTURES, L.P.*, Case No. C 04 - 4351,
US DC, Northern District of California, San Francisco Division

Dear Mr. John W. Murphy:

The purpose of this letter is to notify you as a limited partner of PROSPERO VENTURES, L.P. ("Prospero") (f/k/a Dotcom Ventures, L.P., f/k/a ASCII Ventures, L.P.) that the U.S. SMALL BUSINESS ADMINISTRATION ("SBA") has been appointed as the RECEIVER ("Receiver") of Prospero. A copy of the **Order Granting Receivership and Permanent Injunctive Relief** entered October 20, 2004 in Case No. C 04 - 4351 (the "Receivership Order") by the United States District Court for the Northern District of California, San Francisco Division (the "Receivership Court"), is enclosed for your review and should be retained in your files. The SBA was appointed Receiver of Prospero based on Prospero's consent (Paragraph 12, Receivership Order). This letter notice is in compliance with Paragraph 4 of the Receivership Order. The second enclosure is a copy of the letter by the SBA appointing the undersigned as the Principal Agent for the SBA as the Court-appointed Receiver of Prospero.

In accordance with the Receivership Order, the Receiver has taken over the control of the assets and operations of Prospero. The Receiver is mandated to administer, marshal, and liquidate Prospero's assets, and to pursue and preserve all of its claims, to satisfy its creditors therefrom in the order of priority as determined by the Receivership Court (Paragraphs 1 and 2, Receivership Order). The Receiver is empowered by the Court with all of the powers and authorities previously possessed by the general partner, officers, directors, managers, investment advisors, and agents of Prospero, all of whom have been dismissed by the terms of paragraph 2 of the Receivership Order. The Receiver is proceeding to marshal and liquidate the portfolio assets of Prospero in an orderly manner to realize the maximum recovery.

The Receiver will file with the Receivership Court periodic Reports on the status of the liquidation of the Prospero Receivership portfolio assets. The Receivership Court will enter its Order establishing a Claims Bar Date pursuant to which all those persons and/or

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entities having claims against Prospero, the Prospero Receivership Estate, or the assets of Prospero in the possession of the Receiver, must file their claims with the Receiver. The Receiver will report the claims to the Court and will file its recommendations for the disposition of the claims. An actual Notice of the Claims Bar Date will be served on you.

Paragraph 3 of the Receivership Order directs that any person, including the general partner, limited partners, management company, and former officers and directors, having control, custody or possession of any assets or property of Prospero immediately turn such property over to the Receiver. This letter also serves as the Receiver's demand that you remit to the Receiver any property of Prospero which you have in your possession or control.

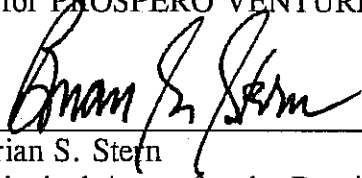
The mailing address of the Receiver for the return of any property of Prospero, and for any other correspondence to the Receiver, is the following:

**Brian S. Stern, Principal Agent
SBA, Receiver for Prospero Ventures, L.P.
666 Eleventh St., N.W. - Suite 200
Washington, DC 2001-4542**

Should you have any questions or wish to discuss any of these matters, please write to the foregoing address or feel free to call me at (202) 272-3604.

Sincerely,
U.S. SMALL BUSINESS ADMINISTRATION
Receiver for PROSPERO VENTURES, L.P.

By:



Brian S. Stern
Principal Agent for the Receiver
Direct Tel: (202) 272-3604

Enclosure

cc: A. A. Speight, SBA O/L
A. P. Messinger, Esq., SBA OGC

EXHIBIT D



U.S. SMALL BUSINESS ADMINISTRATION
WASHINGTON, D.C. 20416
Receiver for PROSPERO VENTURES, L.P.
666 Eleventh Street, N.W. - Suite 200
Washington, D.C. 20001-4542
Telephone (202) 272-3617 FAX (202) 504-2247; 272-7701

CERTIFIED MAIL NO. 7001 2510 0003 2422 4759
RETURN RECEIPT REQUESTED

February 9, 2005

Mr. John W. Murphy
P. O. Box 5291
751 Main Street
Hurwich, MA 02645

RE: *USA v. PROSPERO VENTURES, L.P.*, Case No. C 04 - 4351,
US DC, Northern District of California, San Francisco Division

Dear Mr. John W. Murphy:

The Receiver has previously notified you that PROSPERO VENTURES, L.P. ("Prospero") was ordered into Receivership by the Order of the U. S. District Court for the Northern District of California (the "Receivership Court") entered October 20, 2004 (the "Receivership Order") in the captioned case, and that the U. S. Small Business Administration ("SBA") was appointed as the Receiver ("Receiver"). Paragraph 2 of the Receivership Order grants to the Receiver "... all powers, authorities, rights, and privileges heretofore possessed by the general partner, officers, directors, managers ... of Prospero under applicable state and federal law and by the Agreement of Limited Partnership ..." Another copy of the Receivership Order is enclosed.

In accordance with the Prospero (f/k/a ASCII Ventures, L. P.) Agreement of Limited Partnership, you committed to invest a total of \$935,644 in Prospero. Enclosed is a copy of the Investor Questionnaire Signature Page which you executed on April 2, 1999. The records maintained by the prior management of Prospero, which have been provided to the Receiver, indicate that your capital commitment is unfunded in the amount of \$467,822.

The Receiver hereby makes demand on you for payment of the sum of \$467,822 in satisfaction of your unfunded capital commitment. You are required to forward payment in the full amount to the Receiver not later than March 18, 2005. Payment must be in the form of a bank cashier's check payable to

SBA, Receiver for Prospero Ventures, L.P.

SBA IS AN EQUAL OPPORTUNITY EMPLOYER AND PROVIDER

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EXHIBIT D

February 9, 2005
LP Demand
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which should be mailed to the Receiver at the following address:

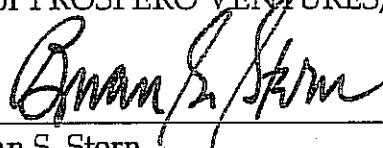
Brian S. Stern, Principal Agent
SBA, Receiver for Prospero Ventures, L.P.
666 Eleventh St., N.W. - Suite 200
Washington, DC 20001-4542.

Your failure to make timely payment in full of your unfunded capital commitment will compel the Receiver to pursue all of its legal rights and remedies available.

Should you have any questions or wish to discuss this matter, feel free to write to the undersigned at the above address or call me directly at (202) 272-3604.

Sincerely,
U.S. SMALL BUSINESS ADMINISTRATION
Receiver for PROSPERO VENTURES, L.P.

By:



Brian S. Stern
Principal Agent for the Receiver
Direct Tel: (202) 272-3604

Enclosure

cc: A. A. Speight, SBA O/L
A. P. Messinger, Esq., SBA OGC

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